

Lon A. Jenkins (4060)
Tami Gadd (12517)
MaryAnn Bride (13146)
Katherine T. Kang (14457)
OFFICE OF THE CHAPTER 13 TRUSTEE
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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re: LORI A GILBERT Debtor.	Case No. 23-20782 Chapter 13 Hon. William T. Thurman
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**TRUSTEE'S OBJECTION TO TREATMENT OF DEBT TO APG FINANCIAL,
CLAIM NO. 6, AS A LEASE**

Lon A. Jenkins, Chapter 13 Trustee, by and through counsel, hereby requests entry of order providing a determination as to treatment in the Chapter 13 Plan of the debt to APG Financial as secured debt:

1. The Debtor filed for Chapter 13 relief on March 6, 2023.
2. The Debtor listed APG Financial on Schedule D, secured by a 2015 Chrysler Town & Country Van (the "Van").
3. The Debtor's Chapter 13 Plan, filed March 8, 2023 (Doc 7), and Motion to Modify Chapter 13 Plan, filed June 28, 2023 (Doc 25), provides for treatment of the debt to APG Financial for the Van, in Part 6.1.

4. The Debtor filed a claim for APG Financial filed Proof of Claim No. 6 on June 14, 2023, as a secured claim in the amount of \$10,680.41, including default arrears as of the petition date in the amount of \$1,473.16, perfected by an auto lease. A copy of the Motor Vehicle Lease Agreement (the “Lease Agreement”) is attached to the claim.

5. The Lease Agreement contains an option to purchase the Van for \$1.00 at the end of the lease. See attached Exhibit A.

6. The Trustee objects to the Debtor’s treatment of debt to APG Financial as a lease in Part 6.1 of the Chapter 13 Plan, pursuant to U.C.A. 70A-1a-203(2)(d). It appears the transaction is a sale disguised as a lease.

7. As the lessee/debtor has an option to become the owner of the Van for no additional consideration or for nominal consideration upon compliance with the Lease Agreement, the debt to APG Financial should be treated as secured debt in the Chapter 13 Plan.

WHEREFORE, the Trustee requests entry of an Order determining the debt to APG Financial should be treated as secured debt in the Chapter 13 Plan.

DATED: August 3, 2023.

/s/ Tami Gadd
Tami Gadd
Attorney for Chapter 13 Trustee

CERTIFICATE OF SERVICE

A true and correct copy of the foregoing paper was served on the following person on August 3, 2023:

WILLIAM P. MORRISON – Attorney for the Debtor

By U.S. Mail – In addition to the parties of record receiving notice through the CM/ECF system, the following parties should be served notice pursuant to Fed R. Civ. P. 5(b).

LORI A. GILBERT
1401 WEST 400 SOUTH
SALT LAKE CITY, UT 84104

APG FINANCIAL
4238 S REDWOOD ROAD
TAYLORSVILLE, UT 84123

APG FINANCIAL
C/O NICHOLAS MARKOSIAN
PO BOX 572040
MURRAY UT 84157

Motor Vehicle Lease Agreement – Closed End

☐ Weekly ☐ Bi-Weekly ☒ Monthly ☐ Semi-Monthly

Lessor Name and Address

APG Financial
4238 S Redwood Rd
Taylorsville, UT 84123
Stock# L17732R1

Lessee(s) Name(s) and Address(es)

Lori Ann Gilbert
Sean Gilbert
[REDACTED ADDRESS]

Description of the Leased Property (Vehicle)

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
2015	Chrysler	Town & Country	Van	[REDACTED]	128200

Trade-In Vehicle and Its Allowance

Year _____ Make _____ Model _____ Gross Amount of Trade-In Allowance \$ 0.00

Prior Credit or Lease Balance - \$ 0.00 **Net Trade-In Allowance \$ 0.00 (If less than zero, enter zero).

Federal Consumer Leasing Act Disclosures

Amount Due at Lease Signing or Delivery (Itemized below)*	Payments Your first periodic payment of \$ 368.29 is due on 03/04/2023, and is followed by 28 payments of \$ 368.29 The total of your periodic payments is \$ 10,680.41	Other Charges (Not part of your monthly or single payment) Early Termination Fee (if you do not purchase the Vehicle) \$ 1500.00	Total of Payments (The amount you will have paid by the end of the Lease) \$ 10,680.41
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* Itemization of Amount Due at Lease Signing or Delivery

Amount due at Lease signing or deliver:					
Capitalized Cost Reduction	\$ 0.00	Title fees	+ \$ 0.00	How the amount due at Lease signing or delivery will be paid:	
Sales Tax on Cash Down	+ \$ 0.00	Documentation fee	+ \$ 0.00	Net Trade-In allowances**	\$ 0.00
Security Deposit	+ \$ 0.00	Total	= \$ 0.00	Amount to be paid in cash	+ \$ 0.00
				<----> Total	= \$ 0.00

Your Payment is Determined as Shown Below:

Gross capitalized cost. The agreed upon value of the Vehicle (\$ 7,149.62) and any items you pay over the Lease Term (such as service contracts, insurance, and any outstanding prior credit or lease balances).	\$ 7,648.62	Rent charge. The amount charged in addition to the depreciation and any amortized amounts.	+ \$ 2,310.69
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, non-cash credit, or cash you pay that reduces the gross capitalized cost.	- \$ 0.00	Total of base payments. The depreciation and any amortization amounts plus the net charge.	\$ 9,958.31
Adjusted capitalized cost. The amount used in calculating your base payment.	= \$ 7,648.62	Lease payments. The number of payments in your Lease.	/ 29
Residual Value. The value of the Vehicle at the end of the Lease used in calculating your base payment.	- \$ 1.00	Base Payment.	= \$ 343.39
Depreciation and any amortized amounts. The amount charged for the Vehicle's decline in value through normal wear and for other items paid over the Lease Term.	= \$ 7,647.62	Sales/use tax.	+ \$ 24.90
			+ \$ 0.00
		Total Payment.	= \$ 368.29

Early Termination. If you end this Lease early, you will owe an Early Termination Fee of \$ 1500.00

~~Excessive Wear and Tear. You may be charged for excessive wear and tear as described below and based on the State of Utah's Safety and Emissions Requirement.~~

* Purchase Option at End of Lease Term. If the box in this line is checked, you have the option to purchase the Vehicle at the end of the Lease Term for \$ 1.00

The purchase option price does not include official fees such as those for taxes, tags, license and registration which you will also be required to pay.

Official Fees and Taxes. The estimated total amount you will pay for official and license fees, registration, title and taxes over the term of your Lease, whether included with your periodic payment or assessed otherwise: \$ 1,221.10. The actual total of fees and taxes may be higher or lower, depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

Other Important Terms. See Lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late payment fees, and insurance responsibilities.

Itemization of Gross Capitalized Costs

Agreed upon value of the Vehicle	\$ 7,149.62	Title, License and Registration fees	\$ 0.00	Documentation fee	\$ 499.00
Sales or Use Tax and any other applicable taxes	\$ 0.00	Extended Warranty and Service Contract	\$ 0.00	Outstanding Prior Credit/ Lease Balance and Negative Equity	\$ 0.00
				Total Gross Capitalized Cost	\$ 7,648.62

Lessee(s)'s Initials LSG

Additional Lease Terms

Definitions. "You," "your" and "Lessee" mean each person or legal entity, jointly and individually, who signs this Lease as the "Lessee." "We," "our," "us" and "Lessor" mean the Lessor who signs this Lease and its successors and assigns. Agreement to Lease. You agree to lease the motor vehicle described in this Lease ("Vehicle") from us under the terms of this Lease. You agree to pay all amounts due and to perform all your obligations under this Lease. You intend to use the Vehicle primarily for personal, family or household purposes. Applicable provisions of the Federal Consumer Leasing Act are part of this Lease.

General Terms. You agree that the laws of the State of Utah will govern this Lease. If any part of this Lease cannot be enforced, the rest of the Lease will still be enforceable. You agree to submit to the jurisdiction of any court of competent jurisdiction located in Salt Lake County, Utah to resolve any dispute relating to this Lease and waive any right to move to dismiss or transfer any such action brought in any such court on the basis of any objection to personal jurisdiction or venue. Late Fees. If you fail to make all or any part of a scheduled payment you will be charged a late fee of \$10.

Indemnity. To the fullest extent permitted by law and unless otherwise prohibited by law, you agree to indemnify and hold us harmless and our successors and assigns from all liability, claims, losses, demands, damages of all kinds, expenses (including reasonable legal fees and expenses, unless prohibited), fines and penalties we suffer or incur resulting from the possession, operation, condition maintenance or use of the Vehicle during the Lease Term.

Notices. Unless otherwise required by law, you agree that any notice we provide you will be reasonable and sufficient if it is sent by first class mail addressed to you at the address given in this Lease or to your last known address as reflected in our records. You will notify us in writing within 30 days of any change in your address or where the Vehicle is garaged.

Vehicle Use. You agree to the following.

- You agree to allow the Vehicle only to be operated by licensed drivers for lawful purposes and in a lawful manner.
- You agree to keep the Vehicle free from any liens or claims.
- You agree to operate the Vehicle only as recommended by the manufacturer.
- You agree not to use the Vehicle as a taxi or for other public or private hire or delivery. You agree to not use the Vehicle for business, commercial or agricultural purposes.
- You agree to not permit any person, including yourself, to operate the Vehicle while such person is impaired by drugs, alcohol or from any other cause.
- You agree not to use the Vehicle in a way that causes the cancellation or suspension of any warranty, insurance or other similar vehicle protection agreement.
- You agree not to take the Vehicle out of the state where you reside for more than 30 consecutive days without our prior written approval.
- You agree not to take the Vehicle out of the United States without our prior written approval.

Maintenance and Operating Costs. You agree to keep the Vehicle in the same condition as when you received it, except for reasonable wear and mileage. You agree to service and maintain it as recommended by the manufacturer and as needed to keep it in good operating condition. You also agree to maintain the Vehicle so that any warranties or similar agreements remain effective and so that it passes all inspections required by law. You are responsible for paying all costs of the Vehicle's service, repair and maintenance and all the costs of its operation, including the costs of gas, oil, parking, storage, violations, etc. You agree to make the Vehicle available to us for inspection during the Lease Term at any reasonable time and location that we request.

Your Odometer Obligations. You will maintain the Vehicle's odometer so that it always shows the Vehicle's actual mileage. If the odometer is at any time inoperative, you will give us reasonable evidence of the Vehicle's actual mileage. If you are unable to do so, you will pay us our reasonable estimate of the Vehicle's fair market value caused by the inability to determine the Vehicle's actual mileage. We will provide us with an odometer certification any time we request one. We may request more than one certification during the Lease term.

Required Insurance. You are liable for any injury, death or damage arising out of the use of the Vehicle. You agree to provide at least the following insurance coverage ("Required Insurance") on the Vehicle at all times during this Lease.

- Liability for bodily injury or death of others in an amount of at least \$100,000 per person and \$300,000 per occurrence.
- Liability for property damage to others in an amount of at least \$50,000.
- Collision and comprehensive (including fire and theft coverage) with a deductible not to exceed \$500.00; provided, however, that you shall not be required to provide collision and comprehensive coverage if you enter into the optional Debt Cancellation Agreement.

You agree to provide the insurance at your own expense from an insurer authorized to do business in the state where you are located or an eligible surplus lines insurer. This insurance may be provided through existing policies that you own or control. You also agree to name us or our assignee as loss payee and additional insured. The insurance policy must provide for at least 10 days advance notice to us of any cancellation or other material change in coverage. At our request, you will promptly deliver to us a copy of the policy and proof of the payment of premiums. If you fail to meet these requirements, we may obtain insurance on your behalf at your expense.

You are leasing the Vehicle from us. We own the Vehicle. You are required to maintain insurance on the Vehicle to protect our interest. If you fail to provide evidence of insurance on the Vehicle to us, we may place insurance on the Vehicle and you are responsible for the cost of the insurance we place on the Vehicle.

You will promptly contact us in writing if any of the insurance provider information changes. You authorize us to endorse your name on any check we receive for insurance proceeds.

Damage to the Vehicle and Insurance Claims. You will notify us in writing immediately after any loss to person or property occurs involving the Vehicle in any way. You will also notify us in writing immediately upon receiving notice of any demand, claim or suit involving the Vehicle in any way. You agree to fully cooperate with us and with your insurer in any investigation, suit or other action resulting from the use or control of the Vehicle.

You agree to repair or compensate us for any loss or damage to the Vehicle that occurs during this Lease. If the Vehicle is damaged, we will decide if it is repairable and if it should be repaired. If the Vehicle is repaired, you will apply to the costs of repair any insurance proceeds you receive for its loss or damage. You understand that you must pay for any loss or damage that is not paid by insurance proceeds. You must also keep making any payments as they come due during this Lease.

even if the Vehicle is damaged or unusable for a period of time. The Theft, Loss or Irreparable Damage section describes what happens if we decide that the Vehicle cannot or should not be repaired.

Theft, Loss or Irreparable Damage. If the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired, then we will decide whether to continue or terminate this Lease. If it is continued, you agree to accept a reasonable substitute vehicle of similar value, condition, mileage and accessories to replace the original Vehicle. If we terminate the Lease under this section, the event will be treated as an early termination and you will be required to pay the amounts described in the Early Termination section. On such early termination, you agree to release to us all insurance or other proceeds you receive for damages or loss to the Vehicle (including any premium refunds on the Required Insurance) up to the amount you owe us.

Default. You will be in default on this Lease if either one of the following occurs:

- You fail to make a payment as required by this Lease.
- The prospect of payment, performance, or realization of collateral is significantly impaired.
- You give us any false or misleading information in any lease application;
- You fail to have the required insurance;
- You lose possession of the Vehicle by confiscation, forfeiture or other involuntary transfer regardless of whether the Vehicle is the subject of judicial or administrative proceedings;
- You die and there is no surviving Lessee;
- The Vehicle is lost, stolen or damaged beyond repair;
- You assign this Lease or transfer the Vehicle; or
- To the extent permitted by law, you do not keep any other promise or obligation under this Lease or you violate any other term of this Lease.

If this Lease is in default, we may exercise our remedies against any or all Lessees. Remedies. If this Lease is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required, before taking some or all of these actions.

- We may terminate this Lease and your rights to use the Vehicle.
- We may take any reasonable action to correct your default or to prevent our loss (including, for example, purchasing insurance that you agreed to provide). Any amount we pay will be added to the amount you owe us and will be immediately due.
- We may require you to return the Vehicle and any related records or make them available to us in a reasonable manner.
- We may take back the Vehicle by legal process or self-help, but in doing so, we may not breach the peace or violate the law.
- We may use any other remedy available to us in this Lease or by law.

You agree that, subject to your right to recover such property, if any, we may take possession of personal property left in or on the Vehicle when we take back the Vehicle.

You agree to repay us for any reasonable amounts we pay to correct or cover your default, unless prohibited by law. You also agree to reimburse us for any costs and expenses we incur in the Vehicle's return and disposition or resulting from early termination, unless prohibited by law. This amount includes, for example, our court costs and, to the extent and in the amount permitted by applicable law, reasonable attorneys' fees. You authorize us to enter any property where the Vehicle may be located to take possession of it and remove it. We may use the license plates on the Vehicle in moving it to a storage place. After repossession, we will hold the Vehicle free of any rights you may have under this Lease, subject to any right you may have under applicable law to cure the default or recover the Vehicle.

Lease Termination. This Lease will end ("terminate") when one of the following events occurs, whichever happens first:

- You choose to end the Lease early and return the Vehicle to us.
- You choose to buy the Vehicle (if you have that option).
- You return the Vehicle at the end of the scheduled Lease Term.
- We terminate the Lease because the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired or replaced.
- We terminate the Lease due to your default.

On termination, you will pay the amounts agreed to in this Lease. You are not entitled to keep the Vehicle past the end of the scheduled Lease Term or the date of early termination without our prior consent.

Debt Cancellation. You are liable for the early termination charges in the Early Termination section if this Lease ends early because the Vehicle is stolen and not recovered, or is lost or destroyed, or is damaged and we determine that it cannot or should not be repaired. On such termination, the amount of insurance proceeds we receive from or through you for the Vehicle may not be enough to pay the early termination charges. This difference is generally referred to as the "Gap Amount". You may, but are not required to, enter into the optional Debt Cancellation Agreement, pursuant to which we agree to forgive any outstanding indebtedness hereunder in such an event, subject to the specific conditions and limitations set forth in the Debt Cancellation Agreement. In the alternative, you may, but are not required to, purchase a Gap Waiver or Gap Coverage Contract (Gap Product) from your third-party insurance provider to help cover the Gap Amount subject to the specific conditions and limitations in the separate Gap Product.

Early Termination. This section applies if the Lease terminates before the end of the scheduled Lease Term. It does not apply if you choose to buy the Vehicle before the end of the scheduled Lease Term. On early termination, you will return the Vehicle to us. You will deliver it to our address or to another reasonable location at our request.

Early Termination Liability. On early termination, you agree to pay us the following terms:

- A Disposition Fee, if any, described in the Additional Fees and Charges section.
- All accrued and unpaid amounts that are due or past due at that time (including amounts described in the Remedies section).
- Excessive Wear and Tear.
- All official fees and taxes imposed in connection with the Lease Termination.

If the early termination occurred because of theft, loss or irreparable damage to the Vehicle, to the extent applicable, (i) that early termination liability will be forgiven pursuant to the terms of the Debt Cancellation Agreement, and/or (ii) any insurance of Gap Product proceeds received by us for that theft, loss or irreparable damage will be applied to pay that early termination liability.

Scheduled Termination. Unless this Lease ends under another section of this Lease, you will return the Vehicle to us on the last day of the scheduled Lease Term. You agree to return it to our address or to another reasonable location that we may request. You will return the Vehicle in clean condition. When you return it, you must give us a completed, signed odometer statement. You may return the Vehicle up to 15 days before the last day of the scheduled Lease Term at your

option and for your own convenience, without any adjustment (charges or credits) for an "early" return.

On termination under this section, you agree to pay us the following items:

- The Early Termination Fee described in the Early Termination Fee section.
- An Excessive Wear and Tear Charge, if any, as described herein.
- All other amounts then due or past due under this Lease.

These amounts are due and payable at the time you return the Vehicle or as soon thereafter that they can be determined unless otherwise provided by law. If you keep the Vehicle after the date you are supposed to return it, each period you will pay us a periodic amount equal to the periodic Lease payment and other amounts that may come due. You will also pay us for all reasonable losses and expenses we incur if you fail to return the Vehicle at the end of the scheduled Lease Term.

Option to Purchase at the End of the Lease Term. The Purchase Option at End of Lease Term section in the Federal Consumer Leasing Act Disclosures section describes your option to purchase the Vehicle at the end of the scheduled Lease Term (if any) and the Vehicle's purchase price. If you have the option, it is available only if we have not already declared the Lease to be in default. You must also give us at least 30 days prior notice of your intent to purchase.

Excessive Wear and Tear. When you return the Vehicle at the end of the scheduled Lease Term, you agree to pay, to the extent applicable, an Excessive Wear and Tear Charge. Excessive wear and tear includes the following:

- Mechanical damage, failure or defect.
- Physical damage to the exterior or interior of the Vehicle occurring during the term of this Lease that should have been disclosed to us when incurred, but was not so disclosed.
- Any other damage or wear that, individually or in the aggregate, would result in the Vehicle not passing a State of Utah safety and emissions test.

We will notify you of the amount of these charges and provide any other related information as may be required by law. The charges will be due as soon as the amount is determined unless otherwise provided by law.

Titling, Official Fees and Taxes. You understand and agree that this Lease is a lease only. We own the Vehicle, and it will be titled in our name or in the name of our assignee. You have no ownership interests in the Vehicle except for any future options to purchase provided in this Lease. You agree to pay all title, registration, license, sales, use, excise, personal property, ad valorem, inspection, testing and all other taxes, parking tickets and traffic fines, fees and charges imposed by government authorities in connection with the Vehicle and this Lease during the Lease Term, except our income taxes. If such amounts are assessed for a period during the Lease Term, you will pay them even if they become due after the Lease Term. We may, at our discretion, determine the timing and procedures for payment of these amounts. You will promptly pay these amounts as they come due unless otherwise indicated in this Lease. The actual total of official fees and taxes that you pay may be higher or lower than our estimate depending on the tax rates in effect or the value of the Vehicle at the time a fee or tax is assessed.

Assignments and Transfers. We may sell, assign or in any other way transfer our rights and responsibilities in the Vehicle and this Lease.

Warranties. We make no express or implied warranties. Except as required by law, we make no implied warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose. You will take the Vehicle as-is, where-is, and with all faults and defects.

You will not sublease the Vehicle, assign, pledge or permit a security interest to be created in, or in any other way transfer your interests or responsibilities in the Vehicle and in this Lease. We may, at our discretion, give you permission to make a transfer that is otherwise prohibited. Such permission must be given in writing prior to any transfer.

Notices

- You have no ownership rights in the Vehicle unless and until you exercise your option to purchase the Vehicle.
- Do not sign this Lease before you read it.
- You are entitled to a copy of this paper.

Signature(s) of Lessee(s)

Entire Agreement. You acknowledge and agree that our entire agreement is contained in: (a) this Lease; and (b) any ancillary agreements executed in connection herewith. There are no unwritten agreements regarding this Lease. Any change to this Lease must be in writing and signed by you and by us. By signing below, you agree to the terms of this Lease. You received a copy of this Lease and had a chance to read and review it before you signed it.

7824F8B26776461

Date: 02/15/2023

7824F8B26776461

Date: 02/15/2023

Signature of Lessor

Lessor's Acceptance. By signing below, Lessor agrees to the terms and conditions of this Lease.

- Lessee DL Inspection. The Lessor inspected each Lessee's driver's license and compared and verified the signature on each license with a signature of each Lessee, written in Lessor's presence. Lessor believes that each Lessee providing such information is currently licensed to drive in the state of his/her residence.

Lessor Name:

Branana Fuller

F6480240A98346C

Date: 02/15/2023

Lessor Name and Business Address		Lessee(s) Name(s) and Residence Address(es)		
APG Financial 4238 S Redwood Rd Taylorsville, UT 84123		Name: Lori Ann Gilbert Address: Sean Gilbert		
PH: (801)886-1555	GPS Unit #:			
Year	Make	Model	Body Style	VIN
2015	Chrysler	Town & Country	Van	

GPS & STARTER DISABLE DEVICE AGREEMENT

IMPORTANT: YOU SHOULD CAREFULLY REVIEW THIS ENTIRE AGREEMENT AND DISCLOSURE. THIS AGREEMENT AND DISCLOSURE DETAILS YOUR CONSENT TO HAVE A GPS/STARTER INTERRUPT DEVICE INSTALLED ON YOUR VEHICLE AND DESCRIBES THE CONSEQUENCES OF FAILING TO MAKE TIMELY PAYMENTS. THIS AGREEMENT AND DISCLOSURE, WHEN SIGNED BELOW, IS INCORPORATED INTO AND BECOMES PART OF THE INSTALLMENT SALE CONTRACT, SECURITY AND DISCLOSURE AGREEMENT ENTERED INTO BY THE CUSTOMER AND CREDITOR IDENTIFIED ABOVE.

Pursuant to the Motor Vehicle Lease Agreement ("Contract"). Security and Disclosure Agreement entered into by you and us for the lease of the vehicle described above ("Vehicle") the Customer ("you" and "your") and the Creditor ("we", "us" and "our") hereby enter into this GPS/Starter Interrupt Device Agreement and Disclosure (this "Agreement and Disclosure") regarding the installation and operation of a Starter Interrupt Device with Global Positioning Satellite ("GPS") capabilities and related monitoring equipment ("Device"). By signing this Agreement and Disclosure below, you acknowledge and agree that we may install and use the Device in the Vehicle.

Description of the Device

The Device permits us to prevent the Vehicle from restarting if you are in default of your obligations under the Contract. The Device includes GPS functionality that also allows us to locate the Vehicle in the event we need to repossess the Vehicle due to your default. The GPS capabilities may also permit us to locate the Vehicle if it is ever stolen and you report the theft of the Vehicle to local authorities.

We will extend credit to you pursuant to the Contract only if you agree to the installation of the Device in the Vehicle. Though the installation is a condition to our extension of credit to you, you are free to obtain a vehicle or vehicle financing from another source that does not require installation of the Device.

The Device is our property and does not become part of the Vehicle upon installation. We own the Device and we will continue to own the Device until your Contract is fully satisfied and we elect to remove the Device from the Vehicle. You will not be charged for the Device or for the cost of installing, maintaining, or removing the Device. Except, costs associated with repairing or replacing the Device due to your tampering with, altering, or destroying the Device. The Device may only be removed after you satisfy all of the obligations under your Contract, including payment in full for the Vehicle. To have the Device removed after you satisfy all obligations under the Contract, you must contact us APG, 4093 South Redwood Road, Taylorsville City, Utah 84123. Phone 801-886-1700 and request that we make arrangements with you to remove the device.

As the owner of the Device, only we, or our authorized representatives, are permitted to repair or perform maintenance on the Device. You must make the Vehicle available to us or our authorized representative in the event maintenance or repair work is required. If someone other than us tampers with, alters, disconnects, destroys or removes the Device from the Vehicle, we may charge you a \$200.00 tampering fee.

BY SIGNING BELOW, you agree that we may perform periodic checks of the Vehicle's location for the purpose of ensuring that the Device continues to functions as intended and that the Device has not been tampered with, altered or destroyed.

IF YOU DEFAULT, we may track the Vehicle's location and/or disable the Vehicle's starter from a remote location. If we disable the Vehicle's starter, you will be unable to restart the Vehicle until you have cured the default. To compensate us for the expense, time and costs associated with tracking, disabling or reactivating the Vehicle's starter, we may charge you a \$25.00 reactivation fee.

BY SIGNING BELOW, you agree to the Device's installation and to its use until you satisfy all the obligations under the Contract. In addition, you acknowledge that you understand how the Device works and agree that the installation and maintenance of the Device in the Vehicle is a material condition for us to finance your purchase of the Vehicle and, as such, constitute consideration for the terms of the Contract.

BY SIGNING BELOW, you voluntarily waive any right you may have to privacy in the location of the Vehicle and authorize us to use the Device's GPS capabilities to locate the Vehicle. You also agree to the fullest extent permitted by applicable law, to hold harmless, defend and indemnify us, our agents, employees, and servants, and each of them, from all claims, demands, causes of action, damages, costs, liabilities or losses, in law or equity, to property or person suffered or sustained by me or any other person or entity arising out of or resulting from the intended or actual use of the Device in the Vehicle, including, but not limited to, disabling the Vehicle's starter or tracking the Vehicle's location

BY SIGNING BELOW, you acknowledge that you have been warned not to sign this Agreement and Disclosure before you read it. You understand that, you are entitled to receive a copy of this Agreement and Disclosure. By signing below, you acknowledge reading and receiving a copy of this Agreement and Disclosure and agreeing to its terms.

Branna Fuller
F84B0240A98345C
Markosian Auto Authorized Signature

Lori Ann Gilbert
7B24F8B2677646
Lessee Name Lori Ann Gilbert

02/15/2023
Date

Sean Gilbert
7B24F8B2677646
Joint Lessee Name Sean Gilbert